

THIS COPY DOES  
NOT CIRCULATE

AGREEMENT

In accordance with the provisions of Chapter 123  
of Laws of 1975, the BOARD OF EDUCATION OF THE CITY OF  
ASBURY PARK and the ASBURY PARK ADMINISTRATIVE & SUPERVISORY  
ASSOCIATION, for themselves, their successors and assigns,  
hereby mutually agree as follows:

1976 - 1979

LIBRARY  
Labor Management and  
Labor Relations  
JUN 15 1977  
RUTGERS UNIVERSITY

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative and supervisory personnel employed by the Board.

High School Principal  
Asst. Business Manager-  
Federal Project Coordinator  
Middle School Principal  
Director Student Personnel Services  
Director Data Processing  
Principal Bangs Avenue  
Principal Bond Street  
Principal Bradley School  
Director Special Education  
High School Vice Principal  
Elementary School Vice Principal

## ARTICLE II

### LEAVES OF ABSENCE

A. In granting leaves of absence, it shall be the policy of the Board of Education to grant leaves of absence for personal illness, injury or quarantine in accordance with the following rules and regulations:

1. In conformity with N.J.S.A. 18A:30-1, et seq., all administrative and supervisory personnel shall be allowed sick leave with full pay for twelve days during each school year.

2. If any employee shall utilize less than twelve days of sick leave with full pay allowed by N.J.S.A. 18A:30-1, et seq., the number of days in twelve not utilized during any school year shall accumulate without limit for additional sick leave with full pay during the subsequent years.

4. Sick leave shall mean the absence from his or her duty of any employee on account of personal disability due to illness or injury, or on account of quarantine for the presence of a contagious disease in his or her immediate household.

5. When absence on sick leave exceeds five (5) successive school days, a physician's certificate covering the period shall be filed with the Superintendent.

B. In the case of the critical illness of a parent, brother, sister, husband, wife or child, irrespective of residence, and in the case of the critical illness of a relative, who is a member of the employee's household, no deductions shall be made provided such absence does not exceed three (3) successive days. No paid leaves shall be granted beyond three (3) days unless the Superintendent has received proof of the illness from a licensed physician. In any case, no more than six days in a single year shall be allowed without deductions as follows. For an absence of five (5) additionally succeeding days beyond this three-day limit, the minimum pay of a substitute (half pay for non-certified employees) shall be deducted. Thereafter full deduction shall be made.

C. Five (5) school days on account of the death of a member of the employee's immediate family shall be excused without loss of salary.

1. The term "immediate family" as used in C above shall be

understood to include only the following: wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or other relative who, at the time of death, has been a member of the employee's household.

2. For absence beyond the limit of five days allowed in case of death of a member of the employee's immediate family or in case of absence for death of any member of the family not included by the definition of "immediate family", or for absence due to death of any person not covered by these rules and regulations, a full deduction shall be made.

D. In the event of the marriage of an employee, or of an employee's parent, brother, sister, or child, a deduction of one-half of the employee's pay for that day shall be made. Absence for any days in excess of one (1) shall be uncompensated.

E. In the case of absence from school by reason of subpoena by a court, no deduction in salary shall be made provided the subpoena is filed with the Secretary of the Board and the employee is not party plaintiff to the suit.

F. Six instances of tardiness in reporting for duty, unexcused by the Superintendent of Schools, shall count as one-half day's absence, and a corresponding deduction shall be made.

G. A day's salary for employees working on a ten-month-per-year basis is defined as  $1/200$  of the annual salary. A day's salary for employees working on a twelve-month-per-year basis is defined as  $1/310$  of the annual salary.

H. If an employee is absent for a number of days for causes other than sick leave, and during the period of absence a holiday occurs, deduction for such holiday shall be the same as for the preceding days. If the holiday occurs

at the beginning of the period of absence, or at the end of the period of absence, deduction shall be made for such holiday.

I. Employees absent for causes other personal illness for a majority of the days the schools are in session during September, December and June, or immediately preceding or following a school vacation period shall be paid only for the days of actual service.

J. Employees, upon written request to the Superintendent of Schools, may be granted five (5) days to visit schools other than their own to attend education conferences without loss of salary.

K. Leaves of absence with full loss of pay, excepting that to which employees are entitled under the provisions of sick leave, may be granted by the Board for a limited and definite period.

L. All requests for leave for a definite term should be addressed to the Superintendent of Schools in writing, and should indicate the reason for the contemplated absence, and the date on which the employee expects to return to duty.

M. Full-time employees may be granted (3) days of absence for conducting personal business when such business cannot be conducted during out-of-school hours. Requests for this privilege shall be submitted in duplicate to the Superintendent in writing at least three (3) days in advance of the desired absence. Such leave may not be granted for the day

immediately preceding or following a school vacation period.

The Superintendent may not deny leave arbitrarily. If requests are disapproved, the superintendent shall post the reason.

Should any of the days provided by this section be used at the end of the school year, they will be added to the accumulating sick leave as provided in Paragraph A2.

N. 1. Up to three (3) days may be granted to four (4) elected officers of the Asbury Park Administrative and Supervisory Association to attend conferences and conventions of state and national affiliated educational organizations. Request for this privilege shall be submitted in duplicate to the Superintendent of Schools at least five (5) school days in advance of the desired absence.

O. Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant, not later than the end of the first year of employment, full credit therefor. The amount of this credit is hereby fixed by this resolution of the Board and is uniformly applicable to all employees and subject to the provisions of Chapter 30 of N.J.S.A. Title 18A, Education.

P. Employees shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.

### ARTICLE III

#### INSURANCE PROTECTION

A. The Board of Education hereby agrees to provide the payment of premiums for family coverage in the New Jersey Public and School Employees Health Benefit Plan for all eligible employees beginning July 1, 1968.

B. Eligible employees are defined as those permanent, full-time employees who are not presently receiving similar family health benefits coverage under any plan as the result of the employment of a spouse or other member of the employee's family. It is expressly intended that the Board of Education will not pay the premiums for similar family coverage for any employee presently receiving or presently eligible to receive similar family coverage under any conditions of employment of a spouse or other member of the employee's family. Individuals who are presently eligible to receive these benefits from the Asbury Park Board of Education shall become ineligible at such time in the future when they become eligible to receive similar family insurance coverage through the employment of a spouse or other member of their family.

C. Effective July 1, 1977, the the period July 1, 1977 through July 30, 1978, the Board of Education hereby

agrees to provide a dental insurance program. The cost per individual administrative employee shall not exceed the cost per individual to the Board of Education of the dental insurance program established in the Collective Bargaining Agreement with the Asbury Park Education Association. This dental insurance will cover the employee only. To the extent that the program established for the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Administrative and Supervisory Association understands and agrees that its members would each be required to contribute to the dental insurance program, in the same amount required of the Education Association.

D. Effective July 1, 1978, for the period July 1, 1978 through June 30, 1979, the Board of Education agrees to further improve the dental insurance program for the purpose of establishing family coverage. It is expressly understood that the total Board liability per individual Administrative employee for 1978-1979 will not exceed the cost per individual to the Board of Education of the dental insurance program established in the Collective Bargaining Agreement with the Asbury Park Education Association. To the extent that the program established for the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Administrative and Supervisory

Association understands and agrees that its members would each be required to contribute to the dental insurance program, in the same amount required of the Education Association.

E. Effective September 1, 1978, the Board of Education will institute a prescription drug program. The cost of such program per individual administrative employee shall not exceed the cost per individual to the Board of Education of the prescription drug program established in the Collective Bargaining Agreement with the Asbury Park Education Association. To the extent that the program established for the Asbury Park Education Association necessitates contributions by the employee, the Asbury Park Administrative and Supervisory Association understands and agrees that its members would each be required to contribute to the prescription drug program, in the same amount required of the Education Association.

## ARTICLE IV

### DEDUCTIONS FROM SALARY

A. Dues Deductions. The Board agrees to deduct from the salaries of its administrators and supervisors dues for the Asbury Park Administrative & Supervisory Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such similar professional associations as such employees individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9) under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Asbury Park Administrative & Supervisory Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

B. Savings Deductions. In accordance with N.J.S.A. 40:11-26, the Board of Education authorizes and directs the Secretary of the Board to transmit to the Treasurer of the Monmouth-Ocean Teachers' Federal Credit Union the fixed monthly

deductions withheld from employees enrolled in the savings plan. Deductions are to be transmitted to the Treasurer of Mon-Oc Teachers Credit Union on a semi-monthly basis. Each employee shall indicate in writing fixed deductions made from his compensation for payment to said credit union. Any such written authorization may be withdrawn upon filing of written notice of said withdrawal with the Secretary of the Board; however, the amount to be deducted shall remain fixed during the duration of the fiscal year or school year and shall not be subject to change with the exception of the aforementioned withdrawal. This action shall become effective for the beginning of the school year immediately following the adoption of this resolution.

C. Savings Deduction. Tax Sheltered Annuity.

1. That the Secretary of the Board of Education of the City of Asbury Park be authorized and directed to take such actions as are reasonable and necessary to effect the purchase of such annuities under group annuity contract or contracts issued by any insurance company authorized to sell tax sheltered annuities in the State of New Jersey and to approve, on behalf of the Board of Education, employees' agreement with the school district for reduction in contract salary, the amount of such reductions with respect to each employee to be remitted to any insurance company authorized

to sell tax sheltered annuities in the State of New Jersey for the purpose of effecting such annuities.

2. Employees may enroll January 1st with a cut-off date of December 15th.

3. Employees may enroll September 1st with a cut-off date of August 15th.

4. Deductions are to be made bi-monthly January through June and September through December. No deductions will be made during the months of July and August.

ARTICLE V

SALARY LISTS

A. The Board Secretary will submit to the Asbury Park Administrative & Supervisory Association a list of all employees represented by the Asbury Park Administrative & Supervisory Association and their contract salaries prior to September 1st of each school year.

B. Any adjustments to any salary after September 1st shall be reported to the Asbury Park Administrative & Supervisory Association along with a reason for such adjustment.

Revised 2/16/77

SALARY GUIDE

Salaries shall be based on a ratio to the Asbury Park Teacher's Salary Guide in effect for the years 1976-77, 1977-78 and 1978-79. Each administrative employee shall be placed on the Masters Degree in Field. No administrator shall be placed below Step 11 on the guide. Any administrator thus placed on Step 11 of the guide, because of his prior experience being less than 11 years, shall thereafter progress in the following manner; (1) after one year of service in the administrative position to Step 12 on the guide; (2) after two years of service in the position to Step 13 of the guide; and (3) after three years of service in the position to the maximum salary for the position.

RATIO GUIDE

<u>POSITION</u>	<u>SALARY RATIO</u>
(1). High School Principal	1.54
(2). Assistant Business Manager- Fed. Project Coordinator	1.47
(3). Middle School Principal	1.47
(4). Director, Student Personnel Services	1.43
(5). Principal, Bangs Avenue	1.43
(6). Principal, Bond Street	1.40
(7). Principal, Bradley School	1.38
(8). Director, Special Education	1.38
(9). High School Vice Principal	1.38
(10). Director, Data Processing	1.38
(11). Director of Instructional Materials	1.38
(12). Elementary School Vice Principal	1.32
(13). High School Vice Principal (10 months)	1.25

BOARD OF EDUCATION  
Asbury Park, New Jersey

SALARY SCHEDULE

1976-77

<u>Step</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Masters in Field</u>	<u>Masters in Field Plus 30</u>
1	8,800	10,000	10,600	11,200	12,200
2	9,420	10,420	11,020	11,660	12,720
3	10,040	11,045	11,681	12,317	13,377
4	10,660	11,702	12,338	12,974	14,034
5	11,300	12,360	12,996	13,632	14,692
6	11,957	13,017	13,653	14,289	15,349
7	12,614	13,674	14,310	14,946	16,006
8	13,271	14,331	14,967	15,603	16,663
9	13,928	14,988	15,624	16,260	17,320
10	14,586	15,646	16,282	16,918	17,978
11	15,243	16,303	16,939	17,575	18,635
12	15,900	16,960	17,596	18,232	19,292
13	16,557	17,617	18,253	18,889	19,949
14	17,214	18,274	18,910	19,546	20,606
15	17,808	18,868	19,504	20,140	21,200

BOARD OF EDUCATION  
Asbury Park, New Jersey

SALARY SCHEDULE

1977-78

<u>Step</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Masters in Field</u>	<u>Masters in Field Plus 30</u>
1	9,000	10,100	10,700	11,300	12,300
2	9,420	10,520	11,120	11,872	12,932
3	10,040	11,045	11,681	12,360	13,483
4	10,660	11,708	12,382	13,056	14,180
5	11,300	12,404	13,078	13,752	14,876
6	11,978	13,105	13,776	14,450	15,574
7	12,674	13,798	14,472	15,146	16,270
8	13,371	14,494	15,169	15,843	16,966
9	14,067	15,191	15,865	16,539	17,653
10	14,754	15,887	16,561	17,236	18,359
11	15,461	16,585	17,259	17,933	19,057
12	16,158	17,281	17,955	18,630	19,753
13	16,854	17,978	18,652	19,326	20,450
14	17,550	18,674	19,348	20,022	21,146
15	18,247	19,370	20,045	20,719	21,842
16	18,876	20,000	20,674	21,348	22,472

BOARD OF EDUCATION  
Asbury Park, New Jersey

SALARY SCHEDULE

1978-79

<u>Step</u>	<u>Non-Degree</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Masters in Field</u>	<u>Masters in Field Plus 30</u>
1	9,000	10,200	10,800	11,400	12,400
2	9,420	10,520	11,120	11,978	13,038
3	10,040	11,045	11,681	12,584	13,697
4	10,660	11,708	12,382	13,102	14,292
5	11,300	12,410	13,125	13,833	15,031
6	11,978	13,148	13,863	14,577	15,769
7	12,697	13,891	14,603	15,317	16,508
8	13,434	14,626	15,340	16,055	17,246
9	14,173	15,364	16,079	16,794	17,984
10	14,911	16,102	16,817	17,531	18,723
11	15,650	16,840	17,555	18,270	19,461
12	16,389	17,580	18,295	19,009	20,200
13	17,127	18,318	19,032	19,748	20,938
14	17,865	19,057	19,771	20,486	21,677
15	18,603	19,794	20,509	21,223	22,415
16	19,342	20,532	21,248	21,962	23,153
17	20,009	21,200	21,914	22,629	23,820

ASBURY PARK PUBLIC SCHOOLS  
Office of Superintendent of Schools

March 24, 1977

ORDERED, That the schedule hereinafter enumerated be the basis for calculating the salaries of the Administrative and Supervisory Staff during the school years beginning July 1, 1976 and ending June 30, 1979, retroactive to July 1, 1976.

	<u>Ratio</u>	<u>1976-77</u>
<u>J211 (High) Principal</u> Robert H. Mann	1.54	\$31,016
<u>J211A (High) Vice Principal (Ten-month contract)</u> George R. Hartman	1.25	25,175
<u>J212 (High) Vice Principal</u> Gerald W. Higinbotham Kenneth C. Jordan	1.38	27,793 27,793
<u>J211 (Elem) Principal</u> Charles R. Winders (Bradley) Leo C. Polisano (Bond St.) Howard L. West (Bangs Ave.) Sidney L. Wells (Middle)	1.38 1.40 1.43 1.47	27,793 28,196 28,800 29,606
<u>J211A (Elem) Vice Principal</u> Paul J. Banik Frank J. Roettinger	1.32	26,585 26,585
<u>J214C (High) Director, Student Personnel Services</u> Michael F. Del Pozzo	1.43	28,800
<u>J214E (Elem) Director, Special Education</u> Milton J. Cernansky	1.38	27,793
<u>J110L1 (Adm) Assistant Business Manager/ Federal Projects Coordinator</u> David W. Egbert	1.47	29,606
<u>J110N (Adm) Data Processing Coordinator</u> Laurence R. Osgoodby	1.38	27,793

## VACATIONS

A. Administrators employed on a twelve (12) month basis shall receive twenty-three (23) work days' vacation to be taken between the period of July 1 and August 31.

B. Administrators employed on a ten (10) month basis shall receive no paid vacation.

C. All vacation periods shall be approved by the Superintendent.

D. Any administrator involved in a summer workshop shall not forfeit his vacation period.

E. If the workload, in the opinion of the Superintendent, necessitates the postponement of vacation, any unused vacation shall be allowed to accrue up to a maximum level of sixty (60) days. Unused vacation days may be carried over to subsequent years and may then be taken upon approval of the Superintendent. An administrator leaving the district shall be compensated for any and all unused vacation days on a prorated basis, in accordance with his contracted annual salary for each day.

F. Employees shall be given a written accounting of accumulated vacation days no later than October 15 of each school year.

Revised 2/16/77

SALARY STUDY PANEL

It is hereby agreed that a Study Panel be selected to evaluate possible adjustments in the Ratio Guide for the positions of Principal, Bond and Bradley Schools, the positions of Director of Data Processing and Assistant Business Manager.

The Panel shall consist of the Superintendent, the Business Manager and two (2) members of the Administrative and Supervisory Association, other than those holding the subject position.

A report shall be made and submitted to the Board of Education by June 30, 1978.

## ARTICLE VIII

### MISCELLANEOUS

This Agreement shall constitute a board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as board policy.

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

The Board and the Association agree that there shall be no discrimination, and that all practices, procedure, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or

administration of this Agreement on the basis of race, creed, color, religion, national origin, sex domicile or marital status.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at:

Allen B. Weissberger, Secretary  
Asbury Park Board of Education  
Administrative Offices  
1506 Park Avenue  
Asbury Park, New Jersey 07712

2. If by Board, to Association at:

Mr. George R. Hartman, President  
Asbury Park Administrative & Supervisory Assn.  
1506 Park Avenue  
Asbury Park, New Jersey 07712

Copies of the Agreement shall be printed and the expense of same shall be shared equally between the parties.

ARTICLE IX

All other agreements and policies, whether filed with the Public Employment Relations Commission or not, shall continue in effect, except where inconsistent herewith.

## ARTICLE X

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Asbury Park Administrative & Supervisory Association before they are established. This clause shall expire upon the expiration of this Agreement or the repeal of Chapter 303 of the Laws of 1968, whichever shall first occur. Nothing herein contained shall deny the right of the Board of Education to terminate benefits not granted in accordance with policies heretofore adopted by the Board of Education.

#### ARTICLE XI

Throughout the term of this Agreement and the salary years covered thereby discussions between the administration and the administrative and supervisory staff will take place on items of mutual interest at reasonable times. Agreement arrived at during the pendency of this Agreement and approved by the Board may be added hereto by supplement.

## ARTICLE XIII

### EARLY RETIREMENT

An employee who has attained the age of 55 years but less than the mandatory retirement age and who has 25 years experience, not less than ten (10) years in the Asbury Park School District, shall be entitled to fifty (50%) percent of one year's salary in connection with early retirement, provided such is legal under the determinations of the Attorney General. Moreover, on early retirement as defined above, an employee shall be entitled to \$20.00 per day for each day of unused accumulated sick leave. The Association specifically agrees to fully indemnify the Board of Education in connection with any financial liability or legal fees that might be encumbered in connection with this provision.

ARTICLE XIV

EMPLOYEE RIGHTS

No employee shall be disciplined except for just cause.

ARTICLE XV

MODIFICATION OF AGREEMENT

Any modification to this Agreement that may be reached by the parties during the term of this Agreement shall be reduced to writing and signed by the parties.

## ARTICLE XVI

### BINDING ARBITRATION GRIEVANCE PROCEDURE

A. Under the Binding Arbitration Grievance Procedure a grievance is defined to mean an alleged violation of the contract or Board policy.

B. General.

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than thirty (30) calendar days following its alleged occurrence.

2. The Association shall have the right to have up to two (2) representatives present at all steps.

C. Procedure.

1. Level One.

Any employee who has a grievance shall discuss it first with the Superintendent or the Assistant Superintendent in an attempt to resolve the matter informally at that level.

2. Level Two.

If as a result of the informal discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the grievant within five (5) school days of the informal conference, the grievant shall set forth his complaint in writing to the Superintendent or Assistant Superintendent.

The statement shall include the nature of the grievance, the loss to the grievant, the results of his previous discussion and his dissatisfaction with the decision previously rendered. The immediate supervisor shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written complaint.

3. Level Three.

If the grievance is not resolved at Level Two, the grievant may submit his grievance to the Board of Education not later than ten (10) school days after receipt of the Superintendent's decision in Level Two. The Board of Education shall review the grievance and render a decision in writing within thirty (30) calendar days of its receipt of the grievance.

4. Level Four.

a. If the grievance is not resolved at Level Three, the grievant may request that the matter be submitted to arbitration. Such request for arbitration must be submitted to the Superintendent of Schools not later than fifteen (15) days after receipt of the decision by the Board.

b. The parties shall attempt to mutually agree upon an arbitrator but if they are unable to reach agreement they shall request the Public Employment Relations Commission to appoint an arbitrator in accordance with PERC's rules.

c. The arbitrator shall confer with the representatives of the parties and hold appropriate hearings and submit his

decision in accordance with the rules of PERC. The arbitrator shall be without power or authority to make any decision which modifies any provision of this Agreement or Board policy. The decision of the arbitrator shall be binding on both parties.

D. Miscellaneous.

1. The costs for the services of the arbitrator shall be equally borne by the Board and the grievant.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE XVII

This Agreement shall expire June 30, 1979.

ASBURY PARK BOARD OF EDUCATION

*William Lewis Thomas*  
President

Attest:

*Allen B. Kinsley Jr.*  
Secretary  
*March 24, 1977*

ASBURY PARK ADMINISTRATIVE &  
SUPERVISORY ASSOCIATION

By *George R. F. Thomas*  
President

Attest:

*Charles R. Wunders*  
Secretary